



## Cornell University ILR School

### NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see  
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### Contract Database Metadata Elements

Title: **Cato-Meridian Central School District and Cato-Meridian Teachers Association, New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO (2015)**

Employer Name: **Cato-Meridian Central School District**

Union: **Cato-Meridian Teachers Association, New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO**

Local:

Effective Date: **07/01/2015**

Expiration Date: **06/30/2018**

PERB ID Number: **4717**

Unit Size:

Number of Pages: **55**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

**AGREEMENT**

**BETWEEN**

**CATO-MERIDIAN CENTRAL SCHOOL DISTRICT**

**AND**

**THE CATO-MERIDIAN TEACHERS' ASSOCIATION**

**FOR THE**

**2015 - 2018**

**SCHOOL YEARS**

**TABLE OF CONTENTS**

<b><u>Article</u></b>	<b><u>Description</u></b>	<b><u>Page Numbers</u></b>
<b>I</b>	<b>Conditions and Scope of Agreement</b>	<b>4</b>
<b>II</b>	<b>Declaration of Pledge of No Strike Policy</b>	<b>5</b>
<b>III</b>	<b>Grievance Procedure</b>	<b>6 - 7</b>
<b>IV</b>	<b>Association Activities</b>	<b>8</b>
<b>V</b>	<b>Professional Conferences</b>	<b>9</b>
<b>VI</b>	<b>Professional Advancement</b>	<b>10 - 11</b>
<b>VII</b>	<b>Teacher Aides</b>	<b>12</b>
<b>VIII</b>	<b>Absence from Duty</b>	<b>13 - 16</b>
<b>IX</b>	<b>Tax Sheltered Annuity</b>	<b>17</b>
<b>X</b>	<b>Hours and Conditions of Employment</b>	<b>18</b>
<b>XI</b>	<b>Payroll Deductions</b>	<b>19 - 20</b>
<b>XII</b>	<b>Class Size</b>	<b>21</b>
<b>XIII</b>	<b>Teacher Assignments</b>	<b>22</b>
<b>XIV</b>	<b>Evaluation Procedures</b>	<b>23 - 24</b>
<b>XV</b>	<b>Board - Association Relationships</b>	<b>25</b>
<b>XVI</b>	<b>Teacher Rights</b>	<b>26</b>
<b>XVII</b>	<b>Athletic Extra Pay Schedule</b>	<b>27 - 35</b>
<b>XVIII</b>	<b>Salary Schedules</b>	<b>35 - 38</b>
<b>XIX</b>	<b>Health and Dental Insurance</b>	<b>39 - 41</b>
<b>XX</b>	<b>Master Teacher Basic Requirements for Selection</b>	<b>42 - 43</b>
<b>XXI</b>	<b>Leaves of Absence</b>	<b>44 - 48</b>

<b>XXII</b>	<b>Calendar</b>	<b>49</b>
<b>XXIII</b>	<b>Section 204A - Taylor Law</b>	<b>50</b>
<b>XXIV</b>	<b>Duration Clause</b>	<b>51</b>

## **ARTICLE I**

### **CONDITIONS AND SCOPE OF AGREEMENT**

#### **Section 1.**

The Board of Education of Cato-Meridian Central School District, hereinafter known as the employer, pursuant to the laws of the State of New York and the rules and regulations of the Commissioner of Education, and the rules, regulations, and policies of the employer, are to be adhered to for the accomplishment of this purpose, hereby agrees to recognize the Cato-Meridian Teachers' Association in carrying out negotiations pertaining to rates of pay, wages, hours of employment, and other terms and conditions of employment as the exclusive official negotiating agent for all certified personnel, including long term (regular) substitutes who are employed for a period of a semester or more. Excluded from the negotiating unit are the chief school administrator, building principals, assistant building principals, curriculum coordinators, director of instruction, directors and supervisory personnel, requiring certification as a school administrator and supervisor. Also excluded are casual, temporary and substitute persons not specifically included above. This recognition shall continue in effect as long as more than fifty (50%) percent of the certified personnel continues to designate the Association as its bargaining agent, pursuant to Article 14, Section 208 of the Civil Service Law.

#### **Section 2.**

The parties agree that, during the period of negotiation, and prior to reaching an agreement, the proceedings of the negotiations shall not be released unless such issuance has the prior approval of both parties except and unless a state of impasse prevails.

## **ARTICLE II**

### **DECLARATION OF PLEDGE OF NO STRIKE POLICY**

In consideration of recognition by the employer of the Association as the sole and exclusive bargaining representative of certified personnel, the Association does hereby affirm the policy that it does not assert the right to strike against the school system, nor will it assist or participate in any such strike by employees, nor will it impose any obligation of said employees to conduct, assist, or participate in a strike.

## **ARTICLE III**

### **GRIEVANCE PROCEDURE**

The purpose of this procedure is to provide an orderly and expeditious method for the settlement of a grievance. A grievance is a complaint by an employee(s) of an alleged violation of any of the terms and conditions of this agreement. A grievance must be presented within fifteen (15) school days of the date of occurrence of the event over which a grievance is made, and be processed in accordance with the following steps, time limits, and conditions;

Step 1 (a). The grievant shall first take up his grievance orally with his immediate supervisor, and if requested by the grievant, a designated member of the Association shall be given an opportunity to be present.

Step 1 (b). If not settled by conference with the immediate supervisor, the grievant may at his election, within two (2) school days after said conference, take up the grievance orally with the Superintendent of Schools or his designated representative, at which conference, if requested by the grievant, a member of the Association shall be given an opportunity to be present.

Step 2. If the grievance is not settled at Step 1, the grievant may, within fifteen (15) school days of the date of occurrence of the event over which grievance is made, reduce the same to writing and deliver to the Superintendent of Schools who shall within three (3) school days after receipt give his written answer.

Step 3. If the grievance is not settled by the Superintendent of Schools written answer, the grievant, through the Association only, may appeal by giving written notice of such appeal to the Superintendent of Schools or his designated representative who shall discuss the matter with the grievant and a representative of the Association's Grievance Committee within ten (10) school days of receipt of the notice of appeal.

The Superintendent of Schools or his designated representative shall give his written answer to the grievant and a representative of the Association's Grievance Committee within five (5) school days after the close of the discussion.

Step 4. If the grievance is not settled by the written answer of the Superintendent of Schools or his representative, the grievance may be submitted to arbitration. The parties shall then with reasonable promptness agree to the selection of an arbitrator from a list of arbitrators submitted by the Cornell Arbitration and Mediation Service. In the event that Cornell Arbitration and Mediation Service no longer provides services in the processing of arbitrations, the parties will utilize the American Arbitration Association (AAA).

## **GRIEVANCE PROCEDURE (Cont'd.)**

Recommendations of the advisory arbitrator shall be presented in writing by the advisory arbitrator to the Board of Education at a regular or special meeting of the Board of Education. The Board shall consider the recommendation and render a written decision to the grievant within thirty (30) calendar days after the hearing.

The advisory arbitrator shall have no power or authority to add to, subtract from, modify, change, or alter any of the provisions of this agreement.

Fees and expenses of the advisory arbitrator shall be borne equally by the parties.

If the District or any designated representative thereof fails at any Step to hold a conference or give an answer within the time limits provided, the grievant at his election, may advance to the next step in this procedure.

Nothing in this Grievance Procedure shall prevent a grievant on his own volition from withdrawing a grievance at any stage of the procedure or discussing the matter informally with the appropriate member of the administration, provided that the grievance informally adjusted is not inconsistent with the terms of this procedure; such adjustments shall not be considered to be a rule of precedent.

Written notice of withdrawal of a grievance shall be submitted to the Superintendent of Schools.



## **ARTICLE IV**

### **ASSOCIATION ACTIVITIES**

#### **Section 1.**

The Association will be permitted the privilege of using the school buildings, without cost, at reasonable times, for meetings. Requests for approval to use building(s) shall be submitted to the building principal(s) responsible for the facilities involved. A request for use of building(s) shall be submitted within a reasonable time prior to the scheduled event.

#### **Section 2.**

Faculty bulletin boards in each school (elementary, middle and high school) may be used by the Association for posting of notices and other professional information of interest to its membership. Distribution of circulars and mail items prepared and/or originated by the Association and the posting of Association notices shall be responsibilities of the Association. Use of office personnel and supplies such as paper, stationery, postage and envelopes shall not be used or assigned for Association purposes without written consent of the Superintendent of Schools.

## **ARTICLE V**

### **PROFESSIONAL CONFERENCES**

#### **Section 1.**

Leave to attend conferences related to the teacher's instructional field or other assigned educational responsibilities may be granted on application on the form provided by the District Office. Such application should be made at least thirty (30) days prior to the date of the conference when possible.

#### **Section 2.**

This does not apply to workshops, conferences, etc., which teachers are invited to attend by the administration and/or the Board of Education.

#### **Section 3.**

Factors to be considered by the administrator and the Board of Education in approving attendance at such conferences shall include:

1. Relationship of conference program to teacher's assigned duties.
2. Benefits to the pupils, to the teacher, and to the school system.
3. Membership in the organization unless reason for non-membership is approved.
4. Participants in the conference will be given priority on the basis of administrative assessments of the importance of the participation.

#### **Section 4.**

A report on the conference shall be submitted to the District Office within fifteen (15) days after returning. Such report shall include important ideas and information prepared in a format which can be easily typed and reproduced for dissemination to interested parties.

#### **Section 5.**

Approved expenses for approved attendance will be paid by the school district upon submission of appropriate claim forms and supporting bills and receipts.

## **ARTICLE VI**

### **PROFESSIONAL ADVANCEMENT**

#### **Section 1.**

The Board of Education and the Teachers' Association are making every effort to encourage all members of the professional teaching and administrative staff to strive for continued self-improvement through travel and formal courses of study.

#### **Section 2.**

The Board and the Association recognize that it is the professional obligation of each teacher to continue self-improvement through participation in instruction pertinent to his position.

#### **Section 3.**

The Board and the Association agree that it shall be the responsibility of each teacher to enroll in and successfully complete a college or university level course every five (5) years. This obligation can be fulfilled by substituting, with the approval of the Board, travel or a Board of Education approved in-service course. Commencing on July 1, 1986, each teacher will, during each five (5) year period of employment file a statement setting forth the method in which he or she has complied with this section.

#### **Section 4.**

The Board and the Association agree that a representative group comprised of Association members and administrators actively participate in planning and holding appropriate in-service courses, projects for curriculum development, projects for assisting teachers in working with children with handicapping conditions, and/or graduate level course work workshops during the year. Effective July 1, 2012, members of the negotiating unit who participate in approved curriculum development projects conducted during July and August will be compensated at a rate of \$175.00 per day based on a six (6) hour day. Any such work done other than a six (6) hour day shall receive a prorated hourly rate of the daily per diem rate.

#### **Section 5.**

Teacher recruitment and hiring is an integral part of the function of an effective school district. Recruitment and hiring of effective teachers is in the best interests of the students, the District, the Association and the community.

## **ARTICLE VI (Cont'd.)**

At any time that there is a teacher selection committee, the Association shall have the right to appoint at least one bargaining unit member to that committee.

### **Section 6.**

The Board and the Association recognize that achieving National Board Certification is an accomplishment that will benefit the District, and that any bargaining unit member who attains National Board Certification shall receive aid from the District to offset any costs associated from gaining said certification. This shall include a payment of one thousand five hundred dollars (\$1,500) to help defray the costs associated with an application, and up to five days of leave not to be deducted from the bargaining unit member's leave time. Should the bargaining unit member receive assistance from the New York State Al Shanker National Board Certification program, the monetary assistance provided by the District shall be waived.

## **ARTICLE VII**

### **TEACHER AIDES**

#### **Section 1.**

Any contemplated modifications of the adopted Teacher Aide Handbook will be sent to a joint Association-Administrative Staff Committee for review and recommendations before any modification is adopted by the Board.

#### **Section 2.**

The District shall make available a Teacher Aide Handbook in the Teachers' Room in each building and the principals' offices.

## **ARTICLE VIII**

### **ABSENCE FROM DUTY**

#### **Section 1. Sick Leave**

Sick leave shall be granted at the rate of ten (10) working days per year for those employed on a ten month basis and granted at a rate of twelve (12) days per year to those employed on a twelve month basis, accumulative to 190 days plus the current year. This leave shall be granted for personal illness.

#### **Section 2. Personal Leave**

1. Each teacher may have up to three (3) days of paid personal leave.
2. This personal leave is to be used for matters which cannot be scheduled outside of regular school hours.
3. Personal leave shall be allowed without salary deduction for the following reasons:
  - a. Family, blood relatives of teacher and spouse (e.g. sickness, graduation, confirmation, ordination, other special school, college or church observances).
  - b. Business (e.g. internal revenue, state income tax bureau, real estate, banking, legal).
  - c. Funerals (outside of present allowable). This would cover the funeral of a neighbor or other non-relative who is very close to the teacher.
  - d. Emergencies
4. Personal leave is leave which shall be available to staff for the conduct of personal business which cannot be conducted outside of normal school hours. Such leave shall not be used for social and recreational purposes, or to extend a vacation or holiday period, or for litigation against the school district, its employees or the Board of Education, or for conducting activities on behalf of the Association, its affiliates or any other organization. In consideration of the above stipulations, no specific reasons need be given when requesting personal leave for two (2) of the three personal days. However, an employee must have a reason which conforms to the above provisions.
5. Requests for personal leave shall be made on special personal absence forms and be subject to prior approval by the Building Principal and/or the Superintendent. If possible, request shall be made at least two (2) days in advance. Exception to the prior approval requirement shall be made where prior approval is not possible.

## **ARTICLE VIII (Cont'd.)**

6. Leaves taken pursuant to Section 2. will be in addition to any sick leave to which the teacher is entitled. Unused personal days will accumulate as additional sick leave to a maximum of thirty (30) days.

7. In the event a teacher has used all of his or her personal days and thereafter, has a need for one (1) additional personal leave day for religious observance, that teacher may apply to the Superintendent of Schools and the Superintendent will grant the day except for good cause shown.

### **Section 3. Illness and/or Death In the Family**

3.1 Full time teachers will be allowed up to four (4) days of absence without loss of pay on account of each death in the immediate family. This is not accumulative.

3.2 For purposes of death in the immediate family the term immediate family shall be defined as parent, including foster or step-parent, parents-in-law, spouse, children, brother or sister, brother or sister-in-law or other persons residing in household.

3.3 Full time teachers will be allowed up to three (3) days of absence without loss of pay on account of each death of the following: grandparents, grandparents-in-law, aunts, uncles, nieces or nephews. Full time teachers will be allowed one (1) day of absence without loss of pay on account of each death of the following: grandchild/step-grandchild.

3.4 Full time teachers will be allowed up to eight (8) days of absence, without loss of pay, per school year in the event of illness in the immediate family. These absences will be deductible from accumulated personal sick leave. This is not accumulative.

3.5 For purposes of illness in the immediate family immediate family shall be defined as parent, including foster or step-parent, spouse, children, or other relative who is a member of the employee's household.

3.6 A medical certificate, verifying the illness in the family, necessitating the teacher's absence, may be required at the discretion of the Chief School Administrator.

## **ARTICLE VIII (Cont'd.)**

### **Section 4. Leave Without Pay**

A teacher may apply to the Superintendent of Schools for a leave day without pay. The Superintendent may approve or deny the leave day. In deciding whether to approve or deny the leave day, the Superintendent of Schools will consider among other factors the following: (1) attendance of the teacher, (2) ability to obtain a suitable substitute teacher, (3) educational needs of the students, (4) continuity of educational program, and (5) personal needs of the teacher. Upon request, the Superintendent of Schools will provide a statement in writing setting forth the reasons when an application for a leave day without pay is denied by the Superintendent and/or Board of Education. In the event the Superintendent denies the leave day, the teacher, if he or she disagrees with the decision, may submit a request for a review of the disapproval to the Superintendent.

The Superintendent will present the request for review to the Board of Education together with a recommendation for approval or disapproval of the leave day.

The Board of Education will in its sole discretion approve or deny the leave day. No more than one (1) leave day may be granted to each teacher each school year.

### **Section 5.**

It is agreed that the administration shall make every effort to secure a substitute as soon as possible after notification of absence. Notice to the building principal or designated official will be given as soon as possible before absence so the principal may obtain a substitute. The principal shall be contacted the evening before absence, if possible.

### **Section 6. Sick Day Bank**

A Sick Day Bank will be established in this school district under the following conditions:

6.1 All contributions will be voluntary.

6.2 Any professional employee in the negotiating unit whose position requires a teaching certificate is eligible to participate.

6.3 The sick day bank may only be used for involuntary disabilities or illnesses. Involuntary illness or disability shall be further defined as a period during which a person is recuperating from an injury or a prolonged serious illness. An employee who has a disability covered by the provisions of the Workers' Compensation Law shall not be entitled to use the sick day bank.



## **ARTICLE VIII (Cont'd.)**

6.4 Each employee enrolling in the bank will donate one day of his sick leave to the bank each year until there is a maximum of 130 days. No more days will be added, except by new membership, until the bank is depleted to 60 days. "New Membership" shall mean employees newly employed in the District, as well as experienced employees in the District who have not chosen to contribute to the Sick Day Bank, but later choose to do so.

6.5 A person withdrawing from the bank will not be able to withdraw the contributed days.

6.6 The first 20 days of illness or disability will not be covered by the bank but must be covered by that person's own accumulated sick leave or absence without pay.

6.7 A person will not be able to withdraw days from the bank unless he or she is a member of the bank and until his or her own sick leave is depleted. Days withdrawn from the sick day bank shall be withdrawn on a day contributed for a day withdrawn basis and an employee will be entitled to one day's pay for each day withdrawn.

6.8 A maximum of 40 days may be drawn by each individual member from the bank each year during the life of the agreement.

6.9 A maximum of 100 days each school year may be drawn by all individuals.

6.10 Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member of the bank.

6.11 The Cato-Meridian Teachers Association will administer this bank and supervise its operation under the procedures to be worked out between the CMTA and the Board of Education.

6.12 By October 15 of each year, the names of contributing members to the Sick Day Bank will be given to the District Office.

6.13 The provisions of this section shall become effective on July 1, 1990.

## **ARTICLE IX**

### **TAX SHELTERED ANNUITY**

#### **Section 1.**

The Board shall authorize the purchase of tax sheltered annuities by all personnel covered under this agreement who desire this service. It is understood that this provision shall be subject to the following regulations:

#### **Section 2.**

Applications may be received at any time during the school year and will be processed as soon as possible.

#### **Section 3.**

Each employee desiring this service may purchase the annuity from the company of his choice if company selected agrees to the provisions of this section.

#### **Section 4.**

Companies selected by employees shall agree to provide the business office with proof that the employee has purchased an annuity.

#### **Section 5.**

Companies selected by employees shall agree that the amount of the annuity deduction for each payroll shall be an amount expressed in even dollars only.

#### **Section 6.**

Companies selected by employees shall agree to pay necessary expenses incurred by the school district in implementing the portion of this program attributable to the companies' business.

## **ARTICLE X**

### **HOURS AND CONDITIONS OF EMPLOYMENT**

#### **Section 1.**

The Board of Education recognizes that a teacher's responsibility to his/her students and his profession require performance of duties and expenditure of time beyond the regular work day. The Board also recognizes that in the school structure it is necessary that time and work schedules be established applicable to teachers and other professional persons in the course of their employment. The following conditions of employment pertain to Cato-Meridian Central School.

#### **Section 2.**

The teacher workday shall be 7 hours and 20 minutes. Within these hours, except for scheduled meetings and emergency situations, teachers in the High School and Middle School shall arrive at least 5 minutes before the start of the student day and leave at least 40 minutes following the pupil class day; Elementary teachers shall arrive at least 35 minutes prior to the start of the student day and remain at least five minutes following the end of the student day. Building Principals may excuse teachers from this schedule for valid reasons.

The District may modify the schedule to meet changing needs provided that the workday continues to be 7 hours and 20 minutes and the student day continues as above.

#### **Section 3.**

The Elementary School teachers, Middle School teachers, and High School teachers, and other certified personnel performing duties in the Elementary School, Middle School, and High School will have a duty free lunch period of one half (1/2) hour, as nearly as possible to noon.

#### **Section 4.**

Teachers who must travel from building to building to teach classes have an undue hardship upon them. They must be responsible for two working areas and the transfer of materials back and forth. This is not only extremely inconvenient but results in a tremendous loss of time.

Teachers so affected shall be compensated by a reasonable period of duty free time of at least thirty minutes per traveling day, in addition to their duty free lunch period.

## ARTICLE XI

### **PAYROLL DEDUCTIONS**

#### **Section 1. Dues Deduction.**

Dues deductions for local, state, and national professional organizations namely, the Cato-Meridian Teachers Association, New York State United Teachers, and American Federation of Teachers, National Education Association, AFL-CIO, shall be made from twenty consecutive checks, beginning with the first paycheck in October.

#### **Section 2.**

The "dues deduction" from each of the twenty checks shall be a single amount as indicated by the teacher on a "Dues Deduction Authorization Form" to be submitted to the business office at least ten (10) working days prior to the first scheduled pay date in October.

#### **Section 3.**

The "Dues Deduction Authorization Form" must be prepared by each teacher desiring dues deduction. The dues deduction authorizations will continue in effect until modified or revoked in writing. It shall be in the following form:

#### **DUES DEDUCTION AUTHORIZATION**

Name \_\_\_\_\_ School Year \_\_\_\_\_  
(please print) Last First Middle

I hereby authorize my employer, Cato-Meridian Central School, to deduct \$ \_\_\_\_\_ from each of twenty consecutive paychecks beginning with my first paycheck in October.

This authorization covers my professional dues for local, state and national association. I further authorize this deduction to be transmitted to the Cato-Meridian Teachers Association for further disposition as directed by me.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

#### **Section 4. Credit Union Deduction.**

Payroll deduction for the Cayuga County School District Employees Federal Credit Union shall be available to members of the negotiating unit.

## **ARTICLE XI (Cont'd.)**

### **Section 5. Benefit Trust**

The District agrees that upon receipt of a properly signed payroll deduction authorization form, to deduct the amount so specified for deduction to the NYSUT Benefit Trust.

Procedures to be established by mutual agreement of the parties.

### **Section 6. Vote/Cope Deduction**

The District agrees to deduct from the salary of members of the negotiating unit an amount of money that said members individually and voluntarily authorize the District to deduct, and transmit such monies promptly to NYSUT VOTE/COPE. Any deduction shall be authorized in writing by a uniform card or form furnished by the District.

The Association and the individual employees covered by this agreement hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers, agents and employees from any liability therefore. The Association agrees to indemnify and hold the District, its officers, agents and employees harmless from any liability or loss, including reasonable attorney's fees, incurred as a result of the deduction of monies from paychecks of members of the negotiating unit.

## **ARTICLE XII**

### **CLASS SIZE**

#### **Section 1.**

The Board of Education recognizes that the following are practical maximums which they will strive not to exceed:

- a. No Kindergarten class should exceed 23 pupils.
- b. 1st and 2nd grades - classes should not exceed 25 pupils.
- c. 3rd - 5th grades - classes should not exceed 27 pupils.
- d. No subject class in Middle School or High School should exceed 28 pupils.
- e. Physical Education classes should not exceed 40 pupils.
- f. In rooms with specific equipment - business, shops, science labs, etc., the number of pupils assigned to such rooms should not exceed the number specified in state recommendations.

#### **Section 2.**

The Board of Education and Teachers' Association further recognize that the above class sizes do not apply to exceptional students (gifted and slow learners). Every effort will be made to keep these classes somewhat lower in size.

The parties recognize that the above class sizes are general guidelines only and are not to be construed as contractual restrictions against larger class sizes.

#### **Section 3.**

Whenever the Association becomes concerned about the effect of class sizes upon the working conditions of any of its members it may, if it so desires, call for a study committee under Article XV of this agreement.

## **ARTICLE XIII**

### **TEACHER ASSIGNMENTS**

#### **Section 1.**

Each teacher at the secondary level will be assigned no more than 140 students for grading purposes. Each teacher at the secondary level (grades 7-12) shall not be expected to develop more than two different subject matter areas (e.g. mathematics and science) unless the teacher consents.

#### **Section 2.**

The Board and the Association recognize that there may be unforeseen instances or special circumstances when the above limitations may necessarily have to be exceeded.

#### **Section 3.**

The number of classes per day that a secondary level teacher may be assigned will not exceed one less than the total number of periods in a school day, except upon the request of a teacher.

Subject to the conditions in Section 2, the District further recognizes that providing adequate preparation time to secondary teachers may require a limitation on the number of teaching assignments. Under such circumstances, the goal of the District is to provide a schedule of five (5) classes and one (1) assignment or six (6) classes and no assignments, where feasible.

#### **Section 4.**

Unless a teacher has fewer than five classes, he/she will be assigned no more than one extra duty supervisory assignment per day unless he/she consents.

#### **Section 5.**

Each teacher in grades K-12 shall be assigned at least one duty-free preparation period of approximately forty (40) minutes each day.

#### **Section 6.**

It is understood, however, that emergency situations may arise which will warrant temporary deviations from this policy (e.g. teachers leaving school during the day because of illness, weather conditions, emergency dismissals, etc.)

## **ARTICLE XIV**

### **EVALUATION PROCEDURES**

#### **Section 1. - Evaluation Responsibility**

- 1.1 Evaluation of teachers will be done only by NYS certified school administrators.
- 1.2 Evaluation of the Annual Professional Performance Review process will be done annually by the Superintendent and representatives from the Association.
- 1.3 A written reply to an evaluation may be made by a teacher within seven (7) working days and will become a part of that teacher's permanent record.

#### **Section 2. - Individual Professional Growth Plan**

- 2.1 Each tenured teacher will develop an annual Individual Professional Growth Plan. Support for preparation of Individual Professional Growth Plans will be provided by the Association and District staff developers trained to facilitate goal setting and action planning.
- 2.2 Each tenured teacher will meet with a peer to seek feedback on the plan prior to October 1.
- 2.3 Each tenured teacher will meet with the evaluating administrator to clarify, refine, and discuss strategies for supporting the plan prior to October 15.
- 2.4 Each tenured teacher will carry out the Individual Professional Growth plan provisions described for the year.
- 2.5 Each tenured teacher will prepare an annual self-assessment report upon completion of the Individual Professional Growth Plan.
- 2.6 Each tenured teacher will meet with the evaluating administrator to review the self-assessment report. This meeting will occur after May 15 and before the last day of school, except by mutual agreement between the teacher and the administrator. The administrator will co-sign the report with the teacher. The administrator may attach narrative comments to the report, in which case the teacher will have an opportunity to respond in writing before the report is filed in the personnel file.

#### **Section 3. - Probationary Teachers**

- 3.1 Each probationary teacher will be formally observed by the evaluating administrator at least once in each of the first three ten-week blocks of the instructional year.



## **ARTICLE XIV (Cont'd.)**

3.2 A formal observation includes a conference preceding the performance observation by no more than five school days and a post observation conference normally within five school days. The teacher and the administrator will separately prepare written evaluations of the performance observation prior to the post observation conference. The two written evaluations with additional administrator and teacher comments from the post conference will form the official record of the formal observation for the personnel file.

### **Section 4. - Teaching Improvement Plan (TIP)**

4.1 The evaluating administrator will identify when a teacher's professional practice does not reach performance standards acceptable in the Cato-Meridian School District.

4.2 Each probationary or tenured teacher whose professional practice is identified by an evaluating administrator to be in need of improvement will be notified in writing of a teacher-administrator conference to discuss and implement corrective actions.

4.3 Successful implementation of effective corrective actions, identified within one month from initial notification, will return the teacher to the regular supervision process.

4.4 Unsuccessful corrective actions, identified within one month of the initial notification, will establish the need for a Teaching Improvement Plan.

4.5 Development of a Teaching Improvement Plan will be done at the direction of the evaluating administrator in collaboration with the teacher and a representative designated by the Association President. The TIP will include specific measurable goals, actions designed to attain them, evaluation criteria, and an implementation timeline.

4.6 A Teaching Improvement Plan is implemented only when professional practice has career threatening flaws. Intervention within a TIP will be frequent and intensive to improve the practice as quickly and completely as possible. The district and the Association will exercise all resources toward successful completion of a TIP. Unsuccessful results from this process could lead to termination of a teaching appointment.

## **ARTICLE XV**

### **BOARD - ASSOCIATION RELATIONSHIPS**

#### **Section 1.**

When a matter of concern to the Association makes Board of Education consideration desirable, a properly designated committee of Association members shall confer with the Superintendent of Schools or, in his absence, his duly authorized representative, and shall present the matter to him, with a written request that representatives of the Board and the Superintendent of Schools meet with the Association committee to study the problem or problems. If, after study, the group composed of Association members, Board of Education representatives and the Superintendent of Schools, feels that it is desirable to present recommendations to the Board of Education, the Superintendent of Schools shall arrange for such a meeting with the Board of Education.

**ARTICLE XVI**  
**TEACHER RIGHTS**

**Section 1. Access to Information**

The Board agrees that the Association shall be informed of actions of the Board of Education which pertain to the Association. This information shall be made available in bulletins from the District Office.

The Board agrees to place one copy of the Board Policy Manual in each faculty room and to issue one copy to the President of the Association.

**Section 2. Vacancies**

When the Superintendent of Schools becomes aware of a professional vacancy, within the school district, he shall make same known to the faculty by providing a copy of the minutes of the Board of Education to the Association. Teachers who wish to apply for the vacancy must apply to the Superintendent of Schools within ten (10) days of the notification. The teacher must notify the Superintendent of Schools in writing (within the time limit) of his or her intention to apply for the vacancy.

Any teacher at any time who wishes to change positions within the Cato-Meridian School District should make the same known in writing to the Superintendent of Schools. If a vacancy occurs which approximates the change that a teacher has indicated, the Superintendent of Schools shall make the teacher aware of that vacancy.

**Section 3.**

No member of the negotiating unit shall be involuntarily transferred without first having a meeting with his/her supervisor. Such meetings will be held to discuss the reason(s) for the transfer.

**Section 4. Due Process for Probationary Teachers**

- a. If a probationary teacher is recommended for dismissal, then such dismissal shall be in accordance with provisions of the Education Law.
- b. Said teacher, at his/her request, shall be granted an opportunity to appear, within fifteen (15) school days of the request, with a representative before a committee of at least four (4) members of the Board of Education for the purpose of presenting his/her case. Failure of the Board of Education to comply with the procedures of this paragraph shall be subject to the Grievance Procedure.
- c. The decision of the Board of Education shall be final and binding. The dismissal of a probationary teacher shall not be subject to the Grievance Procedure.

**ARTICLE XVII**  
**Athletic Extra Pay Schedule**

All monetary items in this section will be increased by the following: 2015-16 – Freeze;  
2016-17 – 2.60%; 2017-18 – 2.50%.

**Section 1.**

**Effective July 1, 2015 – June 30, 2016**

<b>Sport</b>	<b>Step 1 1-3 Years</b>	<b>Step 2 4-6 Years</b>	<b>Step 3 7 or more years</b>
Director of Athletics	10,191	11,210	12,559
Varsity Football	5,364	6,013	6,732
Assistant Varsity Football (per person, max 2)	4,184	4,684	5,299
J.V. Football	4,184	4,684	5,299
Assistant J.V. Football	3,146	3,301	3,452
Head Modified Football	3,062	3,429	3,839
Assistant Modified Football	2,551	2,855	3,193
Varsity Field Hockey	4,471	5,010	5,663
J.V. Field Hockey	3,485	3,902	4,376
Modified Field Hockey	2,686	3,008	3,374
Varsity Soccer (B/G per team)	4,471	5,010	5,663
J.V. Soccer (B/G per team)	3,485	3,902	4,376
Modified Soccer (B/G per team)	2,686	3,008	3,374
Cross Country (B)	3,786	4,235	4,746
Cross Country (G)	3,786	4,235	4,746
Varsity Basketball (B)	5,364	6,013	6,732
J.V. Basketball (B)	4,184	4,684	5,299
Modified Basketball (B 7 <sup>th</sup> and 8 <sup>th</sup> grade per team)	2,686	3,008	3,374
Varsity Basketball (G)	5,364	6,013	6,732
J.V. Basketball (G)	4,184	4,684	5,299
Modified Basketball (G 7 <sup>th</sup> and 8 <sup>th</sup> grade per team)	2,686	3,008	3,374
Varsity Volleyball	5,364	6,013	6,732
J.V. Volleyball	4,184	4,684	5,299
Modified Volleyball	2,686	3,008	3,374
Varsity Wrestling	5,364	6,013	6,732
J.V. Wrestling	4,184	4,684	5,299
Modified Wrestling	2,686	3,008	3,374

Varsity Baseball	4,471	5,010	5,663
Modified Baseball	2,686	3,008	3,374
Varsity Softball	4,471	5,010	5,663
Modified Softball	2,686	3,008	3,374
Varsity Golf	4,471	5,010	5,663
Varsity Track (B/G per team)	4,471	5,010	5,663
Assistant Varsity Track	3,485	3,902	4,376
Modified Track (B/G per team)	2,686	3,008	3,374
Assistant Modified Track	1,910	2,143	2,396

**Effective July 1, 2016 – June 30, 2017**

<b>Sport</b>	<b>Step 1 1-3 Years</b>	<b>Step 2 4-6 Years</b>	<b>Step 3 7 or more years</b>
Director of Athletics	10,456	11,501	12,886
Varsity Football	5,503	6,169	6,907
Assistant Varsity Football (per person, max 2)	4,293	4,806	5,437
J.V. Football	4,293	4,806	5,437
Assistant J.V. Football	3,228	3,387	3,542
Head Modified Football	3,142	3,518	3,939
Assistant Modified Football	2,617	2,929	3,276
Varsity Field Hockey	4,587	5,140	5,810
J.V. Field Hockey	3,576	4,003	4,490
Modified Field Hockey	2,756	3,086	3,462
Varsity Soccer (B/G per team)	4,587	5,140	5,810
J.V. Soccer (B/G per team)	3,576	4,003	4,490
Modified Soccer (B/G per team)	2,756	3,086	3,462
Cross Country (B)	3,884	4,345	4,869
Cross Country (G)	3,884	4,345	4,869
Varsity Basketball (B)	5,503	6,169	6,907
J.V. Basketball (B)	4,293	4,806	5,437
Modified Basketball (B 7 <sup>th</sup> and 8 <sup>th</sup> grade per team)	2,756	3,086	3,462
Varsity Basketball (G)	5,503	6,169	6,907
J.V. Basketball (G)	4,293	4,806	5,437
Modified Basketball (G 7 <sup>th</sup> and 8 <sup>th</sup> grade per team)	2,756	3,086	3,462
Varsity Volleyball	5,503	6,169	6,907
J.V. Volleyball	4,293	4,806	5,437
Modified Volleyball	2,756	3,086	3,462

Varsity Wrestling	5,503	6,169	6,907
J.V. Wrestling	4,293	4,806	5,437
Modified Wrestling	2,756	3,086	3,462
Varsity Baseball	4,587	5,140	5,810
Modified Baseball	2,756	3,086	3,462
Varsity Softball	4,587	5,140	5,810
Modified Softball	2,756	3,086	3,462
Varsity Golf	4,587	5,140	5,810
Varsity Track (B/G per team)	4,587	5,140	5,810
Assistant Varsity Track	3,576	4,003	4,490
Modified Track (B/G per team)	2,756	3,086	3,462
Assistant Modified Track	1,960	2,199	2,458

**Effective July 1, 2017 – June 30, 2018**

<b>Sport</b>	<b>Step 1 1-3 Years</b>	<b>Step 2 4-6 Years</b>	<b>Step 3 7 or more years</b>
Director of Athletics	10,717	11,789	13,208
Varsity Football	5,641	6,324	7,080
Assistant Varsity Football (per person, max 2)	4,400	4,926	5,573
J.V. Football	4,400	4,926	5,573
Assistant J.V. Football	3,308	3,471	3,630
Head Modified Football	3,220	3,606	4,037
Assistant Modified Football	2,683	3,002	3,358
Varsity Field Hockey	4,702	5,269	5,955
J.V. Field Hockey	3,665	4,104	4,602
Modified Field Hockey	2,825	3,163	3,548
Varsity Soccer (B/G per team)	4,702	5,269	5,955
J.V. Soccer (B/G per team)	3,665	4,104	4,602
Modified Soccer (B/G per team)	2,825	3,163	3,548
Cross Country (B)	3,982	4,454	4,991
Cross Country (G)	3,982	4,454	4,991
Varsity Basketball (B)	5,641	6,324	7,080
J.V. Basketball (B)	4,400	4,926	5,573
Modified Basketball (B 7 <sup>th</sup> and 8 <sup>th</sup> grade per team)	2,825	3,163	3,548
Varsity Basketball (G)	5,641	6,324	7,080
J.V. Basketball (G)	4,400	4,926	5,573
Modified Basketball (G 7 <sup>th</sup> and 8 <sup>th</sup> grade per team)	2,825	3,163	3,548

Varsity Volleyball	5,641	6,324	7,080
J.V. Volleyball	4,400	4,926	5,573
Modified Volleyball	2,825	3,163	3,548
Varsity Wrestling	5,641	6,324	7,080
J.V. Wrestling	4,400	4,926	5,573
Modified Wrestling	2,825	3,163	3,548
Varsity Baseball	4,702	5,269	5,955
Modified Baseball	2,825	3,163	3,548
Varsity Softball	4,702	5,269	5,955
Modified Softball	2,825	3,163	3,548
Varsity Golf	4,702	5,269	5,955
Varsity Track (B/G per team)	4,702	5,269	5,955
Assistant Varsity Track	3,665	4,104	4,602
Modified Track (B/G per team)	2,825	3,163	3,548
Assistant Modified Track	2,009	2,254	2,520

Coaches will only receive credit for experience in a particular sport when moving from a higher level to a lower level in that sport with the recommendation of the Superintendent.

Coaches will be given credit for experience rendered in another district in a particular sport with the recommendation of the Superintendent.

A stipend of \$500.00 will be added to the scheduled payment if more than one team is fielded throughout the season, with the prior approval of the Superintendent.

Coaches will receive a notice stating their step and stipend prior to the start of the season.

The number of years of experience under Step 1 shall be calculated as the time of commencement of the assignment until the completion of three years of experience. The number of years of experience under Step 2 shall commence with the completion of three years of experience through the completion of six years of experience. A calculation of time under Step 3 shall be for coaches who have completed six or more years of experience.

## **Section 2.**

The District will provide annual training in CPR/AED at no cost to the employee. Such training will be offered on two separate occasions during the school year.

### Section 3.

Effective July 1, 2016, Odyssey of the Mind, maximum of 7, more positions can be added upon request of CMTA and approval of Superintendent.

Effective July 1, 2016, add Talented and Gifted Coordinator to receive same stipend as Odyssey of the Mind per competition beyond regionals.

Effective July 1, 2016, increase stipend for HS Dramatics/Musical to \$3,400.

#### **Non-Athletic Extra Pay Schedule**

	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
Student Council & Activities Advisor	2,634	2,702	2,770
Newspaper – per issue up to 4 issues	526	540	553
HS Yearbook	3,954	4,057	4,158
MS Yearbook	1,952	2,003	2,053
Elem. Yearbook	335	344	352
Sr. Class Advisor (per person) (maximum 2 persons)	2,634	2,702	2,770
Jr. Class Advisor (per person) (maximum 2 persons)	856	878	900
Sophomore Class Advisor (per person) (maximum 2 persons)	662	679	696
Freshman Class Advisor (per person) (maximum 2 persons)	662	679	696
8th Grade Trip Organizer (per person) (maximum 2 persons)	662	679	696
M.S. Student Council (per person max. 4 persons)	396	406	416
M.S. Recreation Program Advisor(s) (per person max. 4 persons)	396	406	416
Odyssey of the Mind (per person) (Effective 7/1/16: maximum 7 people)	662	679	696
Odyssey of the Mind (Post Season per competition beyond Regional)	222	228	233
Honor Society (per person) (maximum 2 persons)	662	679	696
H.S. Dramatics/Musical Accompanist	1,847	1,895	1,942
H.S. Dramatics/Musical	2,697	3,400	3,485
M.S. Dramatics/Musical	2,040	2,093	2,145
H.S. Dramatics/Musical Artistic Coordinator	1,847	1,895	1,942
H.S. Dramatics/Sound/Lighting	891	914	937
Quebec Club (1 person)	396	406	416
Spanish Club (1 person)	396	406	416



Yorker Club (per person) (maximum 2 persons)	856	878	900
DECA (@ people, per person)	396	406	416
Travel Club (1 person)	396	406	416
Technology Club (1 person)	396	406	416
Fitness Club (per person) (Max. 2 people)	335	344	352
LINK Crew (per person) (Max 2 people)	335	344	352
Marching Band (per director) (Memorial Day Parade)	1,115	1,144	1,173
Student Parking Supervisor	856	878	900
Cheerleading Football	2,382	2,444	2,505
Cheerleading Basketball	3,761	3,859	3,955
I.D.P. Facilitators (per person) (maximum 2 people per bldg) (3 bldgs.)	141	145	148
M.S./H.S. Ecology Club (per person) (maximum 2 people per bldg) (2 bldgs.)	397	407	418
M.S. Girls' Group (per person) (maximum 5 people)	397	407	418
JETS (per person) (maximum 2 persons)	397	407	418
Saturday PARP (per person per day – max \$400 - 8 people)	71	73	75
Summer Reading (per person per day – max \$400 – 8 people)	71	73	75
Saturday Detention (per person max 2 persons)	71	73	75
Department Head (H.S.)	600	616	631
Sunrise Scholars	7,145	7,331	7,514
District Art Advisor	2,802	2,875	2,947
Choral Accompanist	419	430	441
Elem. 3-4 Grade Chorus	335	344	352
Testing Coordinator	5,014	5,144	5,273
Summer School Teacher	187	192	197
Geography Bee	141	145	148
Spelling Bee	141	145	148
NYS Math League	141	145	148
Talented and Gifted (TAG) Coordinator	2,102	2,157	2,211
Talented and Gifted (TAG) Coordinator (per competition beyond Regionals)		228	233
Chamber Singers Director	397	407	418
Music All County Director (per person, per festival)	211	216	222
NYSMAA Solo Competition (per person, per comp)	211	216	222
Mentors (per person)	904	928	951

#### Section 4.

- a. Extra duties teachers on extra duty shall be paid at the following rates:

**Sports Events**

	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
Basketball (Home Games)	\$68	\$70	\$72
Basketball (Away Games)	\$83	\$85	\$87
Wrestling	\$50	\$51	\$53
Football	\$68	\$70	\$72
Volleyball	\$68	\$70	\$72
Clock Operator Football/Basketball	\$68	\$70	\$72
Shot Clock Basketball	\$68	\$70	\$72
Basketball Scorebook (Home Games)	\$68	\$70	\$72
Basketball Scorebook (Away Games)	\$83	\$85	\$87
Volleyball Scoreboard	\$68	\$70	\$72
Volleyball Scorebook	\$68	\$70	\$72
Wrestling Scorebook	\$68	\$70	\$72
Modified Sports	\$68	\$70	\$72
Ticket Sellers	\$68	\$70	\$72

**Other Events**

	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
Full Day Activities	\$95	\$97	\$100
Half Day Activities	\$50	\$51	\$53
Evening Activities	\$50	\$51	\$53

- b. This schedule applies for the following types of activities: (It is understood that these activities would be compensated for only if supervision was deemed necessary by the administration).

1. Admission charged sports events
2. Concerts
3. Play days
4. Tournaments
5. Student Conference Days
6. Summer Orientation – Kindergarten (date to be established by District)

- c. This schedule does not apply to normal voluntary teacher chaperoning activities such as:

1. Student dances
2. Sports nights
3. Individual Teacher Originated Activities
4. Other activities sponsored by student groups

d. People on this schedule should be volunteer individuals selected by the administration. It is recognized that when this is accomplished, better control will be established and confusion over assignments will be eliminated.

e. If enough qualified volunteer individuals are not available, vacancies may be filled by assigning qualified teachers who have not previously chaperoned. Such assignment will not exceed two home or one away event. Teachers will be paid at the established rate.

#### **Section 5.**

Each teacher shall be subject to assignment of one extra-class activity without extra compensation.

#### **Section 6.**

Such assignment shall be given first to those teachers who have not been assigned to or have not volunteered for an extra-class activity.

#### **Section 7.**

It is agreed that co-curricular, extra-curricular activities and interscholastic athletics are an integral part of our school program and that some of those activities require additional time and responsibilities. The inclusion of position titles and salaries for co-curricular, extra-curricular activities and inter-scholastic athletics is not an assurance that the position will exist. The Board of Education retains the right to approve or eliminate any or all such positions, and to make appointments from applicants to such positions. The above schedules only indicate the appropriate salary for such positions when approved.

#### **Section 8.**

Members of the negotiating unit who perform services under the provisions of sections 1, 2 and 3 of this article will be compensated in two separate paychecks. The first check will be provided after one-half of the responsibilities of the activity have been completed and the second check will be provided in the first pay period after the last athletic contest of the regular season or the conclusion of the activity.

### **ARTICLE XVIII**

## **SALARY SCHEDULES**

### **Section 1. Salary Schedules**

#### **2015-16 Salary Schedule**

<b>Step</b>	<b>B</b>	<b>B+6</b>	<b>B+12</b>	<b>B+18</b>	<b>B+24</b>	<b>B+30</b>	<b>B+36</b>	<b>B+42</b>	<b>B+48</b>	<b>B+54</b>	<b>B+60</b>
<b>1</b>	47471	48245	48755	49383	50034	50677	51313	51955	52594	53233	53874
<b>2</b>	49164	49958	50482	51127	51796	52456	53109	53769	54425	55081	55739
<b>3</b>	49583	50377	51140	51546	52215	52874	53528	54188	54844	55499	56158
<b>4</b>	50010	50805	51328	51973	52642	53301	53955	54615	55271	55927	56587
<b>5</b>	50446	51241	51764	52410	53078	53738	54392	55051	55708	56364	57023
<b>6</b>						54190	54844	55504	56159	56816	57475
<b>7</b>						54660	55313	55975	56631	57285	57944
<b>8</b>						55147	55800	56461	57116	57772	58432
<b>9</b>						55650	56304	56965	57620	58276	58935
<b>10</b>						56174	56828	57488	58144	58800	59460
<b>11</b>						56718	57373	58033	58689	59344	60005
<b>12</b>						57285	57939	58600	59255	59911	60571
<b>13</b>						57872	58678	59202	59843	60500	61159
<b>14</b>						58483	59136	59798	60454	61108	61767
<b>15</b>						59117	59767	60429	61086	61743	62401
<b>16</b>						59767	60423	61085	61741	62395	63056
<b>17</b>						60106	60762	61424	62077	62734	63393
<b>18</b>						60461	61113	61771	62428	63086	63745
<b>19</b>						60824	61476	62139	62794	63449	64107
<b>20</b>						61201	61851	62516	63173	63827	64488
<b>21</b>						61591	62249	62907	63565	64217	64879
<b>22</b>						62000	62656	63315	63975	64659	65284
<b>23</b>						62422	63079	63740	64395	65050	65710
<b>24</b>						63734	64393	65051	65710	66366	66153
<b>25</b>						64202	64858	65520	66178	66835	67486
<b>26</b>						64692	65357	66008	66668	67323	67982

### 2016-17 Salary Schedule

Step	B	B+6	B+12	B+18	B+24	B+30	B+36	B+42	B+48	B+54	B+60
1	48305	49099	49623	50267	50935	51595	52247	52906	53561	54217	54875
2	50442	51257	51795	52456	53142	53820	54490	55167	55840	56513	57189
3	50872	51687	52470	52886	53572	54249	54920	55596	56270	56942	57619
4	51310	52126	52663	53325	54011	54687	55358	56035	56708	57381	58058
5	51758	52573	53110	53773	54458	55135	55806	56483	57156	57829	58506
6						55599	56270	56947	57620	58293	58969
7						56081	56751	57430	58103	58774	59451
8						56581	57251	57929	58601	59274	59951
9						57097	57768	58446	59118	59791	60468
10						57635	58306	58983	59656	60329	61006
11						58193	58865	59542	60215	60887	61565
12						58774	59446	60123	60795	61469	62146
13						59377	60203	60742	61399	62073	62749
14						60003	60673	61353	62026	62696	63373
15						60654	61321	62000	62674	63349	64023
16						61321	61994	62673	63346	64018	64695
17						61669	62342	63021	63691	64365	65041
18						62032	62702	63377	64051	64726	65402
19						62406	63075	63754	64427	65099	65774
20						62792	63459	64141	64815	65487	66165
21						63193	63867	64542	65218	65887	66566
22						63612	64285	64961	65638	66340	66982
23						64045	64719	65397	66069	66741	67418
24						65391	66067	66743	67418	68091	67873
25						65871	66544	67223	67898	68573	69241
26						66374	67057	67725	68401	69073	69750

### 2017-18 Salary Schedule

Step	B	B+6	B+12	B+18	B+24	B+30	B+36	B+42	B+48	B+54	B+60
1	49113	49927	50463	51124	51808	52484	53153	53828	54500	55172	55847
2	51703	52539	53090	53768	54471	55165	55852	56546	57236	57926	58618
3	52143	52979	53782	54209	54912	55605	56293	56986	57677	58366	59059
4	52593	53429	53980	54658	55361	56054	56742	57436	58126	58816	59509
5	53052	53888	54437	55117	55820	56513	57201	57895	58585	59275	59968
6						56989	57677	58371	59060	59750	60444
7						57483	58170	58866	59556	60244	60937
8						57995	58682	59378	60066	60756	61450
9						58524	59212	59907	60596	61286	61979
10						59075	59763	60457	61147	61837	62531
11						59648	60337	61030	61720	62409	63104
12						60244	60932	61626	62315	63005	63700
13						60862	61708	62260	62934	63624	64318
14						61503	62190	62887	63577	64264	64957
15						62171	62854	63550	64241	64932	65624
16						62854	63543	64240	64930	65618	66313
17						63211	63901	64596	65283	65975	66667
18						63583	64269	64961	65653	66344	67037
19						63966	64651	65348	66037	66726	67419
20						64362	65046	65744	66436	67124	67819
21						64772	65464	66156	66848	67534	68230
22						65202	65892	66585	67279	67999	68656
23						65646	66337	67032	67721	68410	69103
24						67025	67719	68411	69103	69794	69570
25						67518	68208	68904	69596	70287	70972
26						68033	68733	69418	70111	70800	71494

- (a) Hours will be paid in six (6) hour blocks \$89.00/hour.
- (b) Second semester and summer hours will be accepted through September 30th. First semester hours will be accepted up to March 1st.
- (c) Masters Degree to be paid at a rate of \$1,030 above respective Bachelors Step.
- (d) Effective July 1, 2015 – June 30, 2018.

## Section 2. Step Placement for Salary Schedule

2.1 The step numbers on the salary schedules included in this agreement for the school years 2015-16, 2016-17 and 2017-18 do not represent actual years of accumulated experience for members of the negotiating unit. Members of the negotiating unit will be placed on an appropriate step as mutually agreed upon by both parties for the duration of this agreement.

## Section 3. Salary Increases

3.1 The base salary of each returning teacher will increase as follows:

2015-2016	2.70% inclusive of increment
2016-2017	2.60% inclusive of increment
2017-2018	2.50% inclusive of increment

The starting salary (Step 1) will increase as follows:

2015-2016	Freeze
2016-2017	2.60% - \$400.00
2017-2018	2.50% - \$400.00

## Section 4. Longevity Payment

4.1 Effective July 1, 2014, a longevity payment of \$350.00 will be added to the salary of any bargaining unit member who has completed at least 15 years of service in the District. Any bargaining unit member who completes his/her twentieth year of service in the District shall have the longevity payment added to his/her salary in the next fiscal year after completing the aforementioned level of service.

4.2 Effective July 1, 2014, a longevity payment of \$675.00 will be added to the salary of any bargaining unit member who has completed at least 20 years of service in the District. Any bargaining unit member who completes his/her twentieth year of service in the District shall have the longevity payment added to his/her salary in the next fiscal year after completing the aforementioned level of service.

4.3 Effective July 1, 2014, an additional longevity payment of \$1,250.00 will be added to the salary of any bargaining unit member who has completed at least 25 years of service in the District. Any bargaining unit member who completes his/her twenty-fifth year of service in the District shall have the longevity payment added to his/her salary in the next fiscal year after completing the aforementioned level of service.

## **ARTICLE XIX**

### **HEALTH AND DENTAL INSURANCE**

#### **Section 1.**

For active employees electing individual coverage only under the existing or equivalent, the Board of Education agrees to contribute 100% less \$1.00 per year of each individual's premium with the understanding that \$1.00 per year will be contributed by each covered individual employee not participating in the family (individual and dependent) plan.

Effective July 1, 2011, for active employees electing individual coverage only under the existing or equivalent, the employee will contribute up to 10% of the annual individual health insurance premium, not to exceed \$680.00. This portion shall be paid only by those bargaining unit members who select individual coverage.

Effective July 1, 2012, for active employees electing individual coverage only under the existing or equivalent, the employee will contribute up to 10% of the annual individual health insurance premium not to exceed \$800.00. This portion shall be paid only by those bargaining unit members who select individual coverage.

Effective July 1, 2013, for active employees electing individual coverage only under the existing or equivalent, the employee will contribute up to 10% of the annual individual health insurance premium not to exceed \$800.00. This portion shall be paid only by those bargaining unit members who select individual coverage.

Effective July 1, 2014, for active employees electing individual coverage only under the existing or equivalent, the employee will contribute up to 10% of the annual individual health insurance premium not to exceed \$800.00. This portion shall be paid only by those bargaining unit members who select individual coverage.

#### **Section 2.**

For employees electing the family (individual and dependent) coverage under the New York State Health Insurance Program or equivalent, the Board of Education agrees to contribute 75% of the employee's dependent's premium during the 2011-12, 2012-13, 2013-14 and 2014-15 school years.

#### **Section 3.**

Beginning on July 1, 1981, the District shall have the right to select the insurance carrier as long as the schedule of benefits is equal to or better than the benefits contained in the health insurance program in effect as of February 26, 1981.



## **ARTICLE XIX (Cont'd.)**

### **Section 4.**

The District shall have the right to provide a schedule of benefits which is equal to or better than the benefits contained in the health insurance program in effect as of February 26, 1981, through a program of self funding.

For the purpose of selecting an alternate insurance carrier or a program of self-funding, the major medical limitation shall be defined as an amount not to exceed \$1,000,000 for each individual case.

The District agrees that the administration of claims under any program of self-funding shall be substantially equivalent to the administration of claims under the existing health insurance program.

The District agrees to provide a right of conversion to an equivalent insurance plan for employees who cease employment with the school district for reasons other than retirement or discharge prior to the age of 65. Such conversion rights shall be available only in the event the employee is not eligible for group health insurance benefits provided by another employer.

If an individual is unable to convert, then the individual shall, at his or her written request, be continued under the self-funded program for a period not to exceed one (1) year from the date his or her employment with the school district ceases.

The full cost of the premium under either conversion or continuation shall be assumed by the employee.

If the District establishes a committee to study insurance carriers or self-funding, the Association may select a representative as an ex officio member of the committee.

### **Section 5.**

If the District decides to select an alternate insurance carrier or self fund the schedule of benefits, advance notice will be given to the Association at least two (2) weeks prior to the implementation of the decision.

### **Section 6. Health Insurance - Retirees**

Beginning on July 1, 1984, the District will contribute seventy-five (75%) percent of the premium for the health insurance plan for individuals coverage and fifty (50%) percent of the premium for individual and dependent coverage for members of the negotiating unit who retire on or after July 1, 1984.

## **ARTICLE XIX (Cont'd.)**

In order to be eligible for health insurance in retirement, employees must work a minimum of ten (10) continuous years of service with the District.

### **Section 7.**

Beginning on July 1, 2011, the District shall contribute up to \$275.00 for each member of the negotiating unit for a dental program providing individual coverage.

### **Section 8.**

The Flexible Spending Account (125 Plan) provided to bargaining unit members shall have an annual maximum limit of \$2,500 for unreimbursed medical expenses. After the completion of the two year trial period, either party may elect to terminate the flexible spending plan at any time.

### **Section 9. Sick Leave Payment Upon Retirement**

The District shall pay teachers who retire within the meaning of retirement for purposes of the New York State Teachers' Retirement System (NYSTRS) twenty (\$20.00) dollars for each accumulated and unused sick leave days in excess of fifty (50) days up to the maximum of 190 accumulated and unused days. The maximum payment amount for each teacher shall not exceed \$2,800.00.

**ARTICLE XX**  
**MASTER TEACHER**  
**BASIC REQUIREMENTS FOR SELECTION**

**Section 1.**

In order to be designated a Master Teacher - a teacher -

- a. Must have successfully completed a minimum of five (5) years of teaching. Application may be submitted at the completion of four (4) years.
- b. Must hold a New York State Permanent Teaching Certificate in the area of the teaching assignment.
- c. Must make application with a letter of intent to the superintendent by October 31 in order to be considered in the selection process.
- d. Must be selected by majority vote of the Master Teacher Selection Committee. The committee will be composed of the superintendent, two (2) principals, and three (3) master teachers. If possible at least one of the master teachers will be from the same teaching specialty area as the application.
- e. Must be approved by Board of Education.
- f. A teacher who has been recommended by the committee and is not approved by the board of education may appeal the decision to the Master Teacher Appeal Committee. The appeal committee will be composed of six (6) members; the superintendent, two (2) board of education members selected by the board, and three (3) master teachers selected by the remaining master teachers. Upon request by the applicant, the Appeal Committee will consider the rejected application. In order to be designated as a Master Teacher there must be a two-thirds (2/3) affirmative vote of the membership of the Appeals Committee.
- g. The appointment to the status of Master Teacher is subject to reconsideration by the Master Teacher Steering Committee at any time after two (2) years have elapsed from the original appointment date. If it is the opinion of the Master Teacher Steering Committee that a master teacher is not meeting the established standard of performance for this status, the committee shall recommend to the board of education that the appointment be terminated. In the case of a tie vote, each member of the committee shall submit his or her written recommendation to the board of education. The board shall make the final decision. A master teacher under review for reconsideration shall not sit as a member of the Master Teacher Steering Committee.

## **ARTICLE XX (Cont'd.)**

### **Section 2. Compensation**

Upon committee selection and board approval the applicant will be promoted to Master Teacher status and be compensated with an annual stipend of one thousand three hundred dollars (\$1,300).

Once every five (5) years each Master Teacher will be reviewed.

A Committee of Master Teachers and administrators will devise the system for reviewing Master Teacher status.

### **Section 3. Criteria and Procedural Review**

The Master Teacher Advisory Committee will perform an annual review of the Master Teacher Selection Criteria and Procedures and revise them as necessary, obtaining written approval of the Cato-Meridian School District Board of Education and the Cato-Meridian Teachers' Association. This committee will also meet by the 2nd week in November to select the committee(s) to evaluate the candidate(s) for Master Teacher. The Master Teacher Advisory Committee will be comprised of two (2) Master Teachers from each building and the Superintendent.

### **Section 4. Additional Information**

Additional information pertaining to the characteristics of a Master Teacher is available in the District Office.

Effective October 31, 2012, no new or additional Master Teachers will be selected or approved.

## **ARTICLE XXI**

### **LEAVES OF ABSENCE**

#### **SABBATICAL LEAVE**

##### **Section 1. Objective**

- a. Increase the individual's value to the school system.
- b. Fulfillment of special needs which might exist in the Cato-Meridian School System.
- c. Improvement of instructional service to pupils.
- d. Retention of good staff members.

##### **Section 2. Purpose**

Sabbatical leave will be granted for the following reasons:

- a. Graduate work in the master's degree or post master's program. The proposed program of study must be approved by the Dean of the Graduate School or person in similar authority where the graduate work will be done.
- b. Special project to fulfill above stated objectives. Such a project must be a joint venture between the school administration and the individual and must meet the following criteria:
  1. show clearly how the project will contribute directly to improved classroom instruction.
  2. make provision for informing Board, Administration, and staff through workshops, reports, demonstration, etc.
  3. necessitate a leave of absence of 10 months or one (1) semester, which is approximately 1/2 year.

##### **Section 3. Eligibility**

- a. Applicant must have served seven (7) consecutive years in the Cato-Meridian School System.

## **SABBATICAL LEAVE (Cont'd.)**

- b. Applicant must possess a permanent certificate in his/her professional field.
- c. Applicant must not have been granted a sabbatical leave from the Cato-Meridian School System during the seven (7) years preceding current application.
- d. Applications are not to be reviewed earlier than one year previous to the actual date an applicant becomes eligible for sabbatical leave.
- e. Competency of the applicant for graduate level work must be demonstrated by evidence of the successful completion of at least 15 graduate hours and a cumulative graduate average of 3.0 or B.

### **Section 4. Application and Proposal**

- a. Deadline for formal application is January 15th of the prior school year.
- b. Applicants shall include with their application forms an outlined plan for the period requested for sabbatical leave. The form shall include name, date, period of requested leave, amount of qualifying service, type of leave requested, how the objectives and purposes of the sabbatical leave will be accomplished, and signature.
- c. The Committee for Evaluations of Proposals will be composed of two Board members, two administrators and the President of the Cato-Meridian Teachers' Association.
- d. The evaluations of the Committee will be in writing, with a report available to the individuals involved thirty days after the deadline dates. The Committee will consider seniority, quality of service, probable value of leave to the district, and the availability of qualified substitutes as factors in the final granting of leaves.
- e. Only one faculty member may participate in the program at any one time.

### **Section 5. Compensation**

- a. Sabbatical leave will be granted on the basis of one half year's salary for a full year's leave of absence or approximately one fourth year's salary for one half year's leave of absence with the following exception. In case the employee on leave has been granted a scholarship, fellowship, award or other form of financial aid other than a repayable loan or repayable grant in aid the partial pay provided by the Board of Education during such leave shall be limited to an amount which, when combined with any other financial award the employee may receive, will not cause the total pay from these sources during such leave of absence to exceed 100 percent of the employee's regular salary, had he been rendering his regular services to the Board of Education during such period.

## **SABBATICAL LEAVE (Cont'd.)**

b. The compensation received will be based upon the step the applicant would be placed on if teaching and in accordance with the salary schedule in effect at the time sabbatical leave is taken.

c. The year following his/her sabbatical, the applicant will receive a salary based on the next sequential step.

d. Salaries will be paid in the same manner as any regular employee.

e. The individual's benefits to be continued during his/her sabbatical are hospitalization, accumulation of sick leave, and all retirement benefits.

f. Upon return from a sabbatical leave, an applicant shall be restored to his former teaching position, if possible, or to a position of like nature. He/she is not, however, automatically reinstated to extra pay for extra duty assignments.

### **Section 6. Commitment**

The successful applicant shall, as a condition of approval for sabbatical leave, sign a written agreement to return to service in the Cato-Meridian Central School System for a period of at least one year immediately following satisfactory completion of the sabbatical leave period, or to refund to the Cato-Meridian Board of Education all of the partial pay received during the period of leave.

The refund requirement shall not apply in case of the death of the employee while on leave. In cases of illness or injury, the obligation will be deferred until the employee can resume his/her employment.

Refund of pay received on leave may also be required if the employee fails to complete satisfactorily the program under which sabbatical leave was granted.

Notice of intent to resume employment must be made in writing at least sixty days prior to the expiration of the sabbatical leave.

### **Section 7. Additional Rules and Regulations**

a. After selection of an applicant for sabbatical leave by the Committee for Evaluation final approval shall be the joint responsibility of the Board of Education and the Administration.

b. The applicant must agree to devote time to developing reports and/or conducting inservice workshops when and if the knowledge gained during the period of sabbatical leave can, in any way, improve the skills of staff members or advance the cause of education at the Cato-Meridian Central School.

## **EDUCATIONAL LEAVE**

### **Section 1.**

A leave of absence of up to one (1) year without pay may be granted at the discretion of the Board of Education for continued education, beneficial related work experience, or educational travel. All benefits shall be suspended for the duration of leave and shall be reinstated upon resumption of employment. The Health Insurance program shall be made available to the teacher at his/her expense for the duration of the leave at the existing rate.

## **CHILD BEARING AND CHILD REARING LEAVE**

### **Section 1.**

Employees shall be entitled to a leave of absence for a maximum of one (1) year for the purpose of child rearing. Request for such leave shall be made in writing to the Superintendent of Schools as soon as the fact of the pregnancy is known or not later than the fourth month, or the anticipated date of the adoption is known. Request for leave shall indicate the probable beginning date and duration of the leave. The duration of such leave shall be mutually agreed upon by both parties at the time such leave is granted and the return shall be set so that, in so far as possible the continuity of the educational program shall not be disrupted.

### **Section 2.**

An employee who is pregnant may continue in active employment as late into pregnancy as is desired provided she is able to properly perform her required function and that she is physically and medically able to do so as certified by her physician.

### **Section 3.**

Leave taken by an employee resulting from a medical disability connected with or resulting from pregnancy can be charged to available sick leave. Certification by her physician that such leave is due to such medical disability will be required.

### **Section 4.**

All rights and privileges accumulated prior to the effective date of such leave shall be reinstated.

### **Section 5.**

A teacher going on leave who has served one-half (1/2) year or more shall, upon return, be granted salary credit for one (1) full year.



## **EXTENDED LEAVE WITHOUT PAY**

### **Section 1.**

An extended leave without pay may be granted at the discretion of the Board of Education for a period of up to twelve (12) months. This leave may be used to extend a current leave. The duration of such leave shall be mutually agreed upon by both parties at the time such leave is granted and the return shall be set so that, insofar as possible, the continuity of the educational program shall not be disrupted.

All benefits shall be suspended for the duration of leave and shall be reinstated upon resumption of employment. The Health Insurance program shall be made available to the teacher at his/her expense for duration of the leave at the existing rate.

## **ARTICLE XXII**

### **CALENDAR**

#### **Section 1.**

The District shall consult with the Association prior to determining the school calendar.

#### **Section 2.**

The District shall consult with the Association prior to determining the dates of any Parent/Teacher Conference Days.

#### **Section 3.**

The scheduled times for conference days for Grades K-8 shall be as follows:

**Day 1:** No students will be in attendance for Grades K-8. Parent conferences will be conducted during the hours of 12:00 o'clock noon and 8:00 p. m. K-8 bargaining unit members' work day shall be from 12 noon to 8:00 p.m. Parent conferences will be conducted during those hours.

**Day 2:** Teachers shall work a normal work day. Students in Grades K-8 will be dismissed at 11:30 a. m. Parent conferences will be conducted during the hours of 12:00 noon and 3:00 p. m.

The schedule on conference days may be changed by mutual consent.

## **ARTICLE XXIII**

### **SECTION 204A - TAYLOR LAW**

#### **Section 1.**

"It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

#### **Section 2.**

Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.

#### **Section 3.**

Within sixty days after the effective date of this act, a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this section."

## ARTICLE XXIV

### DURATION CLAUSE

#### **Section 1.**

This agreement shall continue in effect from July 1st, 2015 to June 30th, 2018.

#### **Section 2.**

The parties agree that all items contained in this agreement have been discussed during the negotiations leading to this agreement, and that negotiations will not be re-opened at any time on any item whether contained herein or not before the re-opening date for negotiations as set forth in the Guidelines for Negotiations.

#### **Section 3.**

If any provision of this Agreement shall be found contrary to law, that provision shall be considered void, but all other provisions shall continue in full force and effect.

The parties have set their hand and seal this \_\_\_\_\_ day of \_\_\_\_\_  
2015. Cato-Meridian Central School District, Cato, New York.

\_\_\_\_\_  
Noel Patterson  
Superintendent  
Cato-Meridian Central School

\_\_\_\_\_  
Kevin McGowan  
Co-President  
Cato-Meridian Teachers' Association

\_\_\_\_\_  
Kelly Haynes  
Co-President  
Cato-Meridian Teachers' Association

December 3, 2012

Mr. David Monaco  
Labor Relations Specialist  
New York State United Teachers  
4983 Brittonfield Parkway  
East Syracuse, NY 13057

Dear Mr. Monaco:

This side letter contains an explanation of the provisions of Article I Conditions and Scope of Agreement of the Agreement Between the Cato-Meridian Central School District and the Cato-Meridian Teachers Association for the 2002-05 School Years as those provisions relate to the position of Director of Athletics together with agreements on the issue of bus supervisors.

The provisions of Article I, specifically the reference to the exclusion of directors from the negotiating unit is not intended to exclude the position or positions of Athletic Director from the unit. If at some future date the position is restructured to the extent that the person is required to perform administrative and supervisory duties that require the possession of a school administrator and supervisor certificate, then at that time the position would be excluded. In our opinion, the current position does not require such certification nor does the District believe that such certification will be required during the life of the agreement.

With respect to bus supervision, the parties agree to continue to use the existing practice except that the teacher who performs bus supervision for the second trip at the elementary building will be compensated at the rate established in section 3 of Article XVII. Both parties agree that negotiations may be reopened on the issue of bus supervision in the event that acceptable levels of supervision are not maintained.

Sincerely,

Matthew R. Fletcher  
Assistant Superintendent for  
Personnel Relations

MRF/dbd

December 3, 2012

Mr. David Monaco  
Labor Relations Specialist  
New York State United Teachers  
4983 Brittonfield Parkway  
East Syracuse, NY 13057

Dear Mr. Monaco:

This letter represents an understanding with respect to the payment of salaries for guidance counselors who are employed by the Cato-Meridian Central School District.

The parties agree to pay guidance counselors at the rate of 1/200th of their salary for up to five days service rendered after the completion of the students' attendance year through June 30. It is further agreed that guidance counselors will be paid at 1/200th of their salary for each day of required service during the months of July and August of a school year.

Very truly yours,

Matthew R. Fletcher  
Assistant Superintendent for  
Personnel Relations

MRF/dbd

December 3, 2012

Mr. David Monaco  
Labor Relations Specialist  
New York State United Teachers  
4983 Brittonfield Parkway  
East Syracuse, NY 13057

Dear Mr. Monaco:

This side letter contains an agreement between the Cato-Meridian Central School district and the Cato-Meridian Teachers' Association with respect to job sharing.

The parties have agreed that in the event that two members of the Association want to job share that they shall submit a written request to the Superintendent of Schools for consideration. In the event that the school district is willing to consider a job sharing arrangement, it is agreed that the Association members seeking a job sharing arrangement and representatives of the District and Association shall meet to prepare recommendations to the Board of Education for review and consideration.

Very truly yours,

Matthew R. Fletcher  
Assistant Superintendent for  
Personnel Relations

MRF/dbd

December 3, 2012

Mr. David Monaco  
Labor Relations Specialist  
New York State United Teachers  
4983 Brittonfield Parkway  
East Syracuse, NY 13057

Dear Mr. Monaco:

This side letter contains an agreement between the Cato-Meridian Central School district and the Cato-Meridian Teachers' Association with respect to Academic Intervention Service.

The parties have agreed to establish a Committee made up of three representatives appointed by the Association President and three representatives appointed by the Superintendent. The committee shall meet to study Academic Intervention Services with the charge of recommending language for the collective bargaining agreement to the parties. Any provisions on AIS to be added to the collective bargaining agreement will be done upon agreement between the District and Association.

Very truly yours,

Matthew R. Fletcher  
Assistant Superintendent for  
Personnel Relations

MRF/dbd